

PIG'S EYE LANDFILL
RECORDS COMPILATIONS
HAUL A WAY SYSTEMS, INC.

DCN	DATE	AUTHOR	RECIPIENT	TITLE	SUMMARY	PRPS
00018	12/08/65	DEAN MERIDITH, HAWASY	JOHN COTTER, BUREAU OF SANITATION	NOTE REGARDING TRASH PICK UP	A HANDWRITTEN LETTER WRITTEN IN "HAUL-A-WAY SYSTEM" LETTERHEAD WHICH LISTS ADDRESSES OF HOMES THAT WILL RECEIVE WEEKLY TRASH PICK UP.	HAWASY
00020	12/20/60	J.M. COTTER, SUPT. OF SANITATION	ROBERT J. SWORDS, CORP. COUNSEL, COSTPA	LETTER REGARDING HAWASY	A LETTER WHICH STATES DEAN MERREDITH OWNER OF HAWASY HAS REQUESTED PERMISSION TO DISPOSE RUBBISH AT ST. PAUL SANITARY LANDFILL FOR \$25/MONTH. THE LETTER STATES HAWASY PROVIDES WEEKLY PICKUP TO 51 HOMES, 5 FILL STATIONS, AND OTHER BUSINESSES WITH A 13 CUBIC YARD COMPACTOR TRUCK.	COSTPA, HAWASY
00027	00/00/61			MEMO	THIS MEMO STATES FRED E. EDLUND A SUPERVISOR AT 3M ASKED FOR PERMISSION REGARDING DAILY RUBBISH DISPOSAL AT PIG'S EYE LANDFILL. THE DAILY LOADS WOULD INCLUDE 4-5 LOADS FROM HARRY MCHEALY FARM AND 4 FROM THE CHEMOLITE PLANT. THE MEMO STATES A CHARGE OF \$300/MONTH WAS DISCUSSED (AS IN AGREEMENT 04-01-61). THE MEMO ALSO STATES WSSTPA PAYS \$100/MO. (AS IN AGREEMENT DATED 12/21/61); HAWASY PAYS \$25/MO (UNDER AGREEMENT DATED 10/20/61); AND MCKBRO PAY \$10/MO.	WSSTPA, HAWASY, MCKBRO
00110	01/01/63	COSTPA (PERMITOR)	HAWASY (PERMITTEE)	AGREEMENT BETWEEN COSTPA AND HAWASY	AN AGREEMENT IN WHICH COSTPA PERMITS HAWASY TO DEPOSIT RUBBISH AT PIG'S EYE FOR A FEE OF \$300.00 FOR A TIME PERIOD FROM 1/1/63 TO 12/31/63.	COSTPA, HAWASY

PIG'S EYE LANDFILL
RECORDS COMPILATIONS
HAUL A WAY SYSTEMS, INC.

DCN	DATE	AUTHOR	RECIPIENT	TITLE	SUMMARY	PRPS
00481	07/20/70	ST. PAUL AND SUBURBAN REFUSE REMOVAL ASSOC.		LIST OF REFUSE REMOVAL INDUSTRY ADVISORY COMMITTEE	A LIST OF THE FOLLOWING HAULERS: HAWASY, POORRI, PLANTB, DISWAS, BEERMN, AND OXFORD. ALSO LISTED IS THE FOLLOWING INFORMATION FOR EACH: ASSOCIATION MEMBER'S NAME, ADDRESS, AND PHONE NUMBER.	HAWASY, POORRI, PLANTB, DISWAS, BEERMN, OXFORD
00682	02/18/72	COSTPA, AIR POLLUTION CONTROL		REPORT REGARDING WHIRLP	A REPORT REGARDING WHIRLP'S MANUFACTURING, HOME APPLIANCESS OPERATION. THE DOCUMENT STATES THAT NATURAL GAS; LIQUIDIFIED PETROLEUM GAS; FUEL OIL NO. 2; AND FUEL OIL NO. 6; WASTE DISPOSAL SERVICE IS HAWASY; PAINT VAPORS ARE RELEASED TO OUTSIDE ATMOSPHERE; PROCESS EQUIPMENT TYPES; AND POLLUTION CONTROL EQUIPMENT AT THE LOCATION.	WHIRLP, COSTPA, HAWASY
00750	05/23/72	VIRGIL L. HILLSTROM AND FRANK VANYO, WHIRLP	DISPOS, CASANO, WACORN, HAWASY, REDARW	LETTER TO HAULERS	A LETTER TO WASTE DISPOSAL SERVICES REGARDING A BID FOR A CONTRACT WITH WHIRLP FROM 07/01/72 TO 06/30/73. THE DOCUMENT LISTS THE TYPE OF EQUIPMENT AND CONDITIONS OF THE CONTRACT. THE DOCUMENT STATES THE CONTRACTOR WILL NEED ONE 55 GALLON DRUM CONTAINER FOR PORCELAIN SLUDGE PAINT MATERIAL TO BE PICKED UP TWICE A MONTH.	WHIRLP, DISPOS, CASANO, WACORN, HAWASY, REDARW
01789	01/09/91	MPCA	HAWASY	MPCA INFORMATION REQUEST LETTER REGARDING PIG'S EYE	A MPCA INFORMATION REQUEST LETTER WHICH REQUIRES HAWASY TO PROVIDE INFORMATION REGARDING PIG'S EYE AND FISH HATCHERY'S DUMP.	HAWASY

Page No. 3
02/24/95

PIG'S EYE LANDFILL
RECORDS COMPILATIONS
HAUL A WAY SYSTEMS, INC.

DCN	DATE	AUTHOR	RECIPIENT	TITLE	SUMMARY	PRPS
01805	01/09/91	MPCA	HAWASY	MPCA INFORMATION REQUEST LETTER REGARDING PIG'S EYE	A MPCA INFORMATION REQUEST LETTER WHICH REQUIRES HAWASY TO PROVIDE INFORMATION REGARDING PIG'S EYE AND FISH HATCHERY'S DUMP.	HAWASY

27

11-28-60
 Dean was in today and in
 evening a note and will not
 visit a girl and address of the
 location he expects to obtain.
 9. Ted Jr. we would have it
 11-25-60

11-25-60
 The month of November
 was collecting for
 John on the 212 x 100
 2 fishing stations. 100 -
 Chick San Rio. Tennessee
 30 horses supplied by the R. in Wash. D.C.

December 20, 1960

Mr. Robert J. Swords
Corporation Counsel
City of Saint Paul
B U I L D I N G

Dear Sir:

Mr. Dean Meredith, owner of Haul-a-Way System, 1566 Selby Avenue, has made a request for permission to dispose of rubbish at the Saint Paul Sanitary Landfill from stops which are located outside of the City limits of Saint Paul. Mr. Meredith has given us a list of 51 homes together with 5 filling stations, a super market and a restaurant; which he collects in Maplewood and Washington County.

Mr. Meredith operates a 13 cubic yard compactor truck and the stops enumerated above will not nearly fill the said truck; therefore, it has been agreed by Mr. Meredith and the Department of Public Works that he be given permission to haul the above mentioned stops onto our sanitary landfill once a week for a fee of \$25.00 per month. The same should be paid ~~quarterly~~ *semi-annually* in advance commencing January 1st, 1961.

Will you therefore draw a proper agreement for completion by Mr. Meredith and the Department, same to be approved by the City Council.

Yours very truly,

J. M. COTTER
Supt. of Sanitation

JMC:m

cc: Comm. Rosen

M E M O

Fred E. Edlund, Supervisor
Minnesota Mining & Manufacturing
Pr 6-8811, Ext. 6134

Asked for permission to dump daily rubbish at Pigseye Landfill, that they have been hauling to private property off Highway #94 known as Harry McNealy Farm. Said there would be a total of 9 to 10 loads daily with about 4 coming from Chemolite Plant, or 20-25 loads weekly. Loads to be delivered after 7:00 a.m. and before 4:00 p.m. daily except Sunday. I proposed charge of \$300.00 per month, which was subsequently accepted as of April 1, 1961. (See copy of agreement and Council permit dated 4-1-61 - payable monthly in advance.)

On a ch. made during Aug '61, there were 153 loads hauled in from St. Paul & Hastings. 4 loads daily from Hastings.

West St. Paul pays \$100.00 per month for 20 yards per week, payable January 1 annually, ~~by~~ advance, agreement dated December 21, 1960.

Haul-A-Way System (Dean Meredith) - \$25.00 per month for 5 yards a week. Agreement dated October 20, 1961, payable semi-annually in advance, *Jan 1st & Jul. 1st.*

McKnight Bros., So. St. Paul - \$10.00 per month for 4 yards a week. *Payable Jan 1st and in advance.*

A G R E E M E N T

THIS AGREEMENT, made and entered into this 1st day of January, 1963, by and between Dean Meredith, dba Haul Away System, 1482 Taylor Avenue, Saint Paul, Minnesota, party of the first part, and the City of Saint Paul, Minnesota, a municipal corporation, party of the second part,

WITNESSETH:

That in consideration of the sum of Three Hundred Dollars (\$300.00) paid by the party of the first part to the party of the second part, the party of the second part authorizes and permits the party of the first part to deposit at the Sanitary Land-Fill Area of the party of the second part, which land fill area is located at Pigs Eye Lake, refuse collected by the party of the first part in carrying out the business of the party of the first part of collecting rubbish at locations outside the city limits of the City of Saint Paul. Such locations shall be a specified number and shall be listed with the Bureau of Sanitation.

The party of the first part agrees to pay the party of the second part the aforesaid sum of Three Hundred Dollars (\$300.00) representative of payment due for the calendar year of 1963. One Hundred and Fifty Dollars (\$150.00) of which is to be paid on the date of this agreement and the balance of One Hundred and Fifty Dollars (\$150.00) payable on or before the first day of July, 1963.

It is agreed by and between the parties hereto that the term of this agreement shall be for the period of January 1, 1963, through December 31, 1963.

It is further agreed by the party of the first part that said party of the first part shall comply with ordinances of the City of Saint Paul pertaining to deposit of refuse at the Sanitary Land-Fill Area of the party of the second part and shall also comply with all rules and regulations of the Bureau of Sanitation regarding the use and operation of the sanitary land fill, and further, it is expressly agreed by and between the parties hereto that said party of the first part shall keep in full force

James W. Conway

and effect all requisite licenses and permits required by the party of the second part as relates to ash, rubbish and junk haulers and dealers insofar as applicable to said land-fill area at Figs Eye Lake and further to keep in force and effect at all times contemplated in this Agreement such insurances as shall be required by the Bureau of Sanitation either directly hereunder or pursuant to conditions affecting the granting or issuing of other licenses or permits by the party of the second part to the party of the first part.

It is further agreed that this contract may be terminated by either party upon thirty (30) days notice, in writing, by one party to the other, and party of the second part further agrees that if it should terminate this agreement as aforesaid, it will not reimburse party of the first part on a pro rata basis for the unexpired term of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

Dean M. Meredith
Party of First Part

Approved as to form:
Robert E. Farley
Assistant Corporation Counsel

CITY OF SAINT PAUL

By Milton Ruen
Mayor

Milton Ruen
Commissioner of Public Works

Approved as to form and
execution this 12th day of

March, 1963

Agnes H. McCormick
City Clerk

Countersigned:

Robert E. Farley
Assistant Corporation Counsel

John J. [Signature]
City Comptroller

Spudith M. Conway

Refuse Removal Association

325 GRIGGS-MIDWAY BLDG. • SAINT PAUL, MINN. 55104 • 612/646-8895

REFUSE REMOVAL INDUSTRY ADVISORY COMMITTEE

Association Members:

Joseph H. Plant - Plant Bros. Rubbish Removal 385 East Page Street	Zip: 55107	Tel: 222-1049
Gene A. Meredith - Haul-A-Way System, Inc. 344 Larch Street	Zip: 55117	Tel: 488-5504
Charles Wegner - Dispos-O-Waste 1400 Searle	Zip: 55101	Tel: 774-0009
George Oxford - Oxford Disposal Service 2305 Linwood Avenue East	Zip: 55119	Tel: 739-8611
Richard A. Wybierala - Poor Richard's, Inc. P.O. Box 7022	Zip: 55101	Tel: 774-1311
Burnell Beermann - Beermann Services 6900 Dixie Avenue East	Zip: 55075	Tel: 451-2975

Non Members:

Willie D. Gray 1036 West Central	Zip: 55104	Tel: 645-1844
Leonard Van Den Boom - Van's Rubbish 170 West County Road B	Zip: 55113	Tel: 489-3345
Edward Williams - William's Trucking 1024 Bush	Zip: 55106	Tel: 774-0119

Association Staff:

Franklin R. Barrett
Thomas H. Hodgson
Ed Kaspszak

July 20, 1970

CITY OF SAINT PAUL
BUREAU OF AIR POLLUTION CONTROL
100 E. 10TH STREET (612) 223-5521 SAINT PAUL MN 55101 00682

NAME OF COMPANY OR CORPORATION: WHIRLPOOL CORPORATION
ADDRESS: 850 ARCADE ST. TELEPHONE NO: 776-8511
PERSON TO CONTACT: E.W. HARTUNG TITLE: FACILITIES ENGINEER

TYPE OF OPERATION: MANUFACTURING - HOME APPLIANCES

FUELS BURNED: (CHECK)

NONE
NATURAL GAS
LIQUIFIED PETROLEUM GAS
FUEL OIL #1
FUEL OIL #2

☒
☒
☒
☒
☒

OTHER (SPECIFY) FUEL OIL #6
VENDOR: VARIOUS

BOILER RATING: 139,310,000 HORSEPOWER, OR
BTU/HOUR MAX.

WASTE DISPOSAL: (CHECK)

NONE
INCINERATOR

☐
☐

HAUL-A-WAY SERVICE ☒
OTHER (SPECIFY) _____

EMISSIONS PRODUCED DURING REGULAR OPERATION: (CHECK)

NONE
DUST
FUMES
SMOKE
AEROSOLS

☒
☐
☐
☐
☐

ODORS: (SPECIFY) _____

ARE EMISSIONS TREATED BEFORE RELEASE TO ATMOSPHERE?
YES ☒ NO ☐

SOLVENTS (OR OTHER VOLATILE ORGANIC LIQUIDS USED IN REGULAR OPERATIONS): (CHECK)

NONE
CLEANING FLUIDS
PAINTS
LACQUERS
ADHESIVES
INK

☐
☐
☒
☐
☐
☐

OTHER: (SPECIFY) _____

ARE VAPORS TREATED BEFORE RELEASE TO OUTSIDE ATMOSPHERE?
YES ☒ NO ☐

PROCESS EQUIPMENT: (INDICATE NUMBER OF UNITS)

BOILERS: FOR SPACE HEATING: ☒ STEAM: ☒ PROCESS: ☒ OTHER: _____
INCINERATOR OVEN ☒ DRY CLEANING UNIT _____
SPRAY BOOTH ☒ DRYER ☒ VAPOR DEGREASER _____
OTHER: _____

BUILDING VENTILATION: (CHECK)

NATURAL (THRU WINDOWS) ☒ FORCED VENTILATION ☒ MECHANICAL EXHAUST ☒

POLLUTION CONTROL EQUIPMENT (INDICATE NUMBER OF UNITS)

AFTERBURNER STACK ELECTRONIC PRECIPITATOR
SCRUBBER 3 ADSORBER 2 CYCLONE SEPARATOR 3
BAG FILTER 4 FILTER 2 MIST ELIMINATOR _____
OTHER: (SPECIFY) _____

REMARKS AND OTHER PERTINENT INFORMATION: _____

REPORT SUBMITTED BY: E.W. Hartung TITLE: FACILITIES ENGINEER DATE: 2-18-72

**Whirlpool**
CORPORATION

St. Paul Division

850 ARCADE STREET ST. PAUL, MINNESOTA 55106

May 23, 1972

Disposal Systems, Inc.
915 North Albert Street
St. Paul, Minnesota 55104

Red Arrow Waste Disposal Serv.
41 East Chicago Avenue
St. Paul, Minnesota 55107

Casanova Bros. Trucking
158 East Sidney
St. Paul, Minnesota 55107

Haul-A-Way Systems, Inc.
344 Larch Street
St. Paul, Minnesota 55117

Waste Control, Inc.
637 Pine Street
St. Paul, Minnesota 55101

Gentlemen:

Sealed bids for the open and closed rubbish and cardboard containers removal will be received at Whirlpool Corp., St. Paul Division through June 15, 1972. This contract will be for a 12 month period beginning July 1, 1972, and ending June 30, 1973.

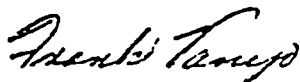
The following equipment and requirements shall be the conditions of this contract:

1. Open containers shall be 30 yard capacity. If this size is not available within your operation, specify size that would be furnished.
2. Closed containers shall be 40 yard capacity containers compatible with E-Z Pack Model 3FPL1. Fixed packers (3 cu. yd.) are required. Charging opening in end gate, method of attachment to packer, etc.
3. 4 containers shall be required for proper service. 3 containers in use at all times and 1 spare for use when changing containers. A truck of sufficient capacity to handle 30 cubic yard containers is also required.
4. 1 container will be used for 55 gallon drums of porcelain sludge paint materials and will be picked up on the average of twice per month.

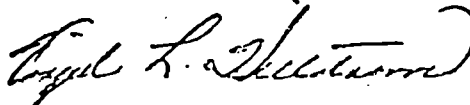
5. The company awarded this contract must assume all liability and responsibility for their employees and equipment while on Whirlpool Corporation property.
6. All prime contractors or sub-contractors doing work in our plant on routine or normal small projects, in addition to mandatory workman's compensation insurance, must furnish "Certificates of Insurance" and have a minimum of \$300,000 per person and of \$500,000 per occurrence or accident of liability insurance, and a minimum of \$300,000 in property damage insurance.
7. A maximum time of 4 hours between a call for pickup of a container and pickup is required.
8. Pickup tickets with dates and unit picked up must be signed by a Whirlpool Corporation representative at the time of each pickup and the ticket must be left in the Salvage Department.
9. Invoices shall be submitted monthly, showing date and container picked up. Dumping charges to be separate from pickup charges.
10. Willful violation of any part of these conditions will void the contract at the discretion of Whirlpool Corporation, St. Paul Division.
11. Whirlpool Corporation, St. Paul Division, reserves the right to reject any and/or all bids.

Please include acceptance of contract conditions 1 through 11 as part of your written bid.

Yours truly,



Frank Vanyo *WLT*
Supervisor
Maintenance Department



Virgil L. Hillstrom
General Foreman
Maintenance Department



01789

Minnesota Pollution Control Agency

520 Lafayette Road, Saint Paul, Minnesota 55155

Telephone (612) 296-6300



CERTIFIED MAIL
RETURN RECEIPT REQUESTED

January 9, 1991

Haul-A-Way Systems, Inc.
400 Whittall
St. Paul, Minnesota 55101

Ground Water & Solid Waste Division Site Response Section
File Name _____
Sub File Name _____
Initial _____

Dear Sir/Madam:

RE: Requirement To Provide Information
Pig's Eye Dump/Fish Hatcheries Dump

The Minnesota Pollution Control Agency (MPCA) staff has identified a release or threatened release of hazardous substances or pollutants or contaminants at the Pig's Eye Dump/Fish Hatcheries Dump, located in Ramsey County, Minnesota. The MPCA staff is in the process of identifying persons who may be responsible for this release or threatened release.

The MPCA staff has reason to believe that Haul-A-Way Systems, Inc. may have information which is relevant to the release or threatened release from the Pig's Eye Dump/Fish Hatcheries Dump. To facilitate the agency's investigation, the MPCA staff is sending you the enclosed Requirement To Provide Information. As the recipient of this Requirement To Provide Information, you have the legal duty under state law to provide information requested by the MPCA which is relevant to the release or threatened release of hazardous substances or pollutants or contaminants. Information obtained in response to the Requirement To Provide Information will be used by MPCA staff in carrying out their responsibilities, including the identification of responsible persons for the release or threatened release. This is a first Questionnaire; in the future it may be necessary to supplement the information available to MPCA with additional Questionnaires.

Since obtaining this information is an important initial step in the process, your response to the enclosed Questionnaire needs to be submitted within thirty (30) days from the date of the Requirement To Provide Information. The information in your response is vital and will allow us to protect the public health and the environment. Therefore, failure to provide timely, complete and accurate answers to the Questionnaire may result in legal actions by the state of Minnesota to compel disclosure.

Attachment 1 contains instructions for completing the Questionnaire. A list of definitions of words used in the Questionnaire may be found in Attachment 2. Please review both attachments prior to answering the Questionnaire.

Questionnaire for Pig's Eye Dump/Fish Hatcheries Dump
and
Request for Production of Documents

1. Identify the full legal name, address and phone number of the business.
2. How many years has the business been in operation?
3. Identify the names and current addresses and telephone numbers of all current and past owner(s) of the business.
4. Identify all permits issued by federal, state, county, city or other governmental authorities which the business holds and the effective dates for such permits.
5. Did you haul garbage from businesses or industries to Pig's Eye Dump/Fish Hatcheries Dump from 1956 to 1972?
6. Did you haul hazardous waste to Pig's Eye Dump/Fish Hatcheries Dump? Include a list of (a) the name and address of all companies and/or individuals the business transported hazardous waste for (b) the type of hazardous waste if known; (c) how the waste was transported; (d) quantity disposed per load; (e) the time period of transportation and disposal of the hazardous waste.
7. How was the garbage and/or hazardous waste picked up from businesses and industries stored (for example, in drums, barrels, dumpsters) for pick up?
8. Did the business ever pick up open or sealed, 55 gallon drums with unidentified contents? If so, please identify the companies and/or individuals names and addresses the drums were picked up from.
9. Identify a list of all business and industrial customers whose garbage and/or hazardous waste you hauled to Pig's Eye Dump/Fish Hatcheries Dump?
10. Identify all persons whom the business consulted in the preparation of the response to the Questionnaire, including their current addresses and telephone numbers and relationship to the business.
11. Identify any other persons who may be able to provide a more detailed or complete response to the Questionnaire or who may be able to provide additional relevant documents.
12. Identify the insurance carrier held by you or the business during the time period you or the business hauled garbage and/or hazardous waste to Pig's Eye Dump/Fish Hatcheries Dump. Provide the name and address of each insurer and of the insured, amount of coverage under each policy, commencement and expiration data, existence of a "pollution exclusion" clause, and coverage of sudden or nonsudden types of accidents. (In lieu of providing this information, you may submit complete copies of all relevant insurance policies.)

Attachment 1
Instructions for Questionnaire

1. Enclose with your response to the Questionnaire a notarized affidavit from you or an authorized official representing your business attesting to the fact (a) that a diligent search for records relevant to this Questionnaire has been completed and (b) that a diligent interview process has been conducted with present and former employees who may have knowledge of waste generation or other waste management practices at Pig's Eye Dump/Fish Hatcheries Dump from 1956 to 1972. Any information that you provide in response to the Questionnaire that is based on your personal knowledge, or the personal knowledge of your employees, agents, or other representatives must be submitted in the form of a notarized affidavit.
2. Review the list of definitions in Attachment 2.
3. Make a separate written response to each question. Do not leave any blank questions.
4. Number each of your answers according to the corresponding numbered question. For each document produced in response to the Requirement to Provide Information, identify the number of the question to which it responds on the document or in some other reasonable manner.
5. In answering each question, identify all sources of information consulted in preparing the response.
6. You are required to respond to each question on the basis of any and all information and documents in your possession, custody, or control or the possession, custody, or control of your current or former employees, agents, or contractors, or other person who conducted business on your behalf. Furnish information that is available to you regardless of whether it is based on personal knowledge, and regardless of source.
7. Information necessary to adequately respond to a question may not be known or available on the date your response is submitted. If this is the case, you have a continuing duty to provide the information when it becomes known or available.
8. Respond in writing to each question even if information on which your answer is based has not been recorded in any particular document.
9. If any requested documents have been transferred voluntarily or involuntarily to others or have been otherwise disposed of, identify (a) each document; (b) the person to whom it was transferred; and (c) the date of the transfer or disposal.
10. You have a duty to provide the requested information even if the information may be considered confidential or a trade secret. If you provide any information that relates to sales figures, processes or methods of production unique to your business, or information that would tend to affect adversely the competitive position of your business if generally known, you may certify this claim at the time you submit your response and the

Attachment 2
Definitions for Questionnaire

For the purpose of your answers to the Questionnaire, the following definitions shall apply:

1. HAUL-A-WAY SYSTEMS, INC. "Haul-A-Way Systems, Inc." includes any agent, subcontractor, or any other person who conducted or did business on behalf of "Haul-A-Way Systems, Inc."

2. PIG'S EYE DUMP/FISH HATCHERIES DUMP. "Pig's Eye Dump/Fish Hatcheries Dump" means the property located 1/2 mile southeast of the intersection of Warner Road and Childs Road (an old report lists the address as 1150 Pig's Eye Lake Road), [Ramsey County, Section 10, T28N, R22W] and the property located at the intersection of Warner Road and Childs Road (an old report simply gives the address as Warner Road) [Ramsey County, Section 3, T28N, R22W], St. Paul, Minnesota.

3. YOU; BUSINESS. The terms "you" and "business," means the addressee of the Requirement to Provide Information.

4. DOCUMENT. "Document" means information preserved in any manner which is in the possession of or may be reasonably obtained by the addressee, including information in the possession of the addressee's directors, officers, shareholders, partners, managers, employees, subcontractors, trustees, successors, assigns, and agents, regardless of the location of the document or its classification as privileged or confidential. The term "document" includes but is not limited to the following: correspondence, contracts, agreements, memoranda, telegrams, reports, assignments, personnel records, record books, manifests, logs, scrap-books, diaries, minutes, plans, drawings, photographs, tapes, computer discs, invoices, checks, surveys and analyses.

-3-

(b) Any watercraft of any description, or other artificial contrivance used or capable of being used as a means of transportation on water; or

(c) Any site or area where a hazardous substance, or a pollutant or contaminant, has been deposited, stored, disposed of, or placed, or otherwise come to be located.

"Facility" does not include any consumer product in consumer use.

10. HAZARDOUS SUBSTANCE. "Hazardous substance," as defined in Minnesota Statutes, Section 115B.02, subd. 8 (1990), means:

(a) Any commercial chemical designated pursuant to the Federal Water Pollution Control Act, under United States Code, title 33, section 1321 (b) (2) (A);

(b) Any hazardous air pollutant listed pursuant to the Clean Air Act, under United States Code, title 42, section 7412, and

(c) Any hazardous waste.

"Hazardous substance" does not include natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel, or mixtures of such synthetic gas and natural gas, nor does it include petroleum, including crude oil or any fraction thereof which is not otherwise a hazardous waste.

11. HAZARDOUS WASTE. "hazardous waste," as defined in Minnesota Statutes, Section 115B.02, subdivision 9 (1990) means:

(a) Any hazardous waste as defined in section 116.06, subd. 13, and any substance identified as a hazardous waste pursuant to rules adopted by the agency under section 116.07; and

-5-

dissolved material in domestic sewage or other common pollutants in water resources, such as silt, dissolved or suspended solids in industrial waste, water effluents or discharges which are point sources subject to permits under section 402 of the Federal Water Pollution Control Act, as amended, dissolved materials in irrigation return flows; or source, special nuclear, or by-product material as defined by The Atomic Energy Act of 1954, as amended.

14. RELEASE. "Release," as defined in Minnesota Statutes, Section 115B.02, subdivision 15 (1990) means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment which occurred at a point in time or which continues to occur.

"Release" does not include:

(a) Emissions from the engine exhaust of a motor vehicle, rolling stock, aircraft, watercraft, or pipeline pumping station engine;

(b) Release of source, by-product, or special nuclear material from a nuclear incident, as those terms are defined in The Atomic Energy Act of 1954, under United States Code, title 42, section 2014, if the release is subject to requirements with respect to financial protection established by the federal nuclear regulatory commission under United States Code, title 42, section 2210.

(c) Release of source, by-product or special nuclear material from any processing site designated pursuant to the Uranium Mill Tailings Radiation Control Act of 1978, under United States Code, title 42, section 7912(a) or 7942(a); or

(d) Any release resulting from the application of fertilizer or agricultural or silvicultural chemicals, or disposal of emptied pesticide containers or residues from a pesticide as defined in section 18A.21, subd. 25.

-5-

dissolved material in domestic sewage or other common pollutants in water resources, such as silt, dissolved or suspended solids in industrial waste, water effluents or discharges which are point sources subject to permits under section 402 of the Federal Water Pollution Control Act, as amended, dissolved materials in irrigation return flows; or source, special nuclear, or by-product material as defined by The Atomic Energy Act of 1954, as amended.

14. RELEASE. "Release," as defined in Minnesota Statutes, Section 115B.02, subdivision 15 (1990) means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment which occurred at a point in time or which continues to occur.

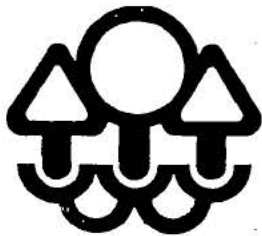
"Release" does not include:

(a) Emissions from the engine exhaust of a motor vehicle, rolling stock, aircraft, watercraft, or pipeline pumping station engine;

(b) Release of source, by-product, or special nuclear material from a nuclear incident, as those terms are defined in The Atomic Energy Act of 1954, under United States Code, title 42, section 2014, if the release is subject to requirements with respect to financial protection established by the federal nuclear regulatory commission under United States Code, title 42, section 2210.

(c) Release of source, by-product or special nuclear material from any processing site designated pursuant to the Uranium Mill Tailings Radiation Control Act of 1978, under United States Code, title 42, section 7912(a) or 7942(a); or

(d) Any release resulting from the application of fertilizer or agricultural or silvicultural chemicals, or disposal of emptied pesticide containers or residues from a pesticide as defined in section 18A.21, subd. 25.



01805

Minnesota Pollution Control Agency

520 Lafayette Road, Saint Paul, Minnesota 55155

Telephone (612) 296-6300



CERTIFIED MAIL
RETURN RECEIPT REQUESTED

January 9, 1991

Haul-A-Way Systems, Inc.
400 Whitall
St. Paul, Minnesota 55101

Dear Sir/Madam:

RE: Requirement To Provide Information
Pig's Eye Dump/Fish Hatcheries Dump

The Minnesota Pollution Control Agency (MPCA) staff has identified a release or threatened release of hazardous substances or pollutants or contaminants at the Pig's Eye Dump/Fish Hatcheries Dump, located in Ramsey County, Minnesota. The MPCA staff is in the process of identifying persons who may be responsible for this release or threatened release.

The MPCA staff has reason to believe that Haul-A-Way Systems, Inc. may have information which is relevant to the release or threatened release from the Pig's Eye Dump/Fish Hatcheries Dump. To facilitate the agency's investigation, the MPCA staff is sending you the enclosed Requirement To Provide Information. As the recipient of this Requirement To Provide Information, you have the legal duty under state law to provide information requested by the MPCA which is relevant to the release or threatened release of hazardous substances or pollutants or contaminants. Information obtained in response to the Requirement To Provide Information will be used by MPCA staff in carrying out their responsibilities, including the identification of responsible persons for the release or threatened release. This is a first Questionnaire; in the future it may be necessary to supplement the information available to MPCA with additional Questionnaires.

Since obtaining this information is an important initial step in the process, your response to the enclosed Questionnaire needs to be submitted within thirty (30) days from the date of the Requirement To Provide Information. The information in your response is vital and will allow us to protect the public health and the environment. Therefore, failure to provide timely, complete and accurate answers to the Questionnaire may result in legal actions by the state of Minnesota to compel disclosure.

Attachment 1 contains instructions for completing the Questionnaire. A list of definitions of words used in the Questionnaire may be found in Attachment 2. Please review both attachments prior to answering the Questionnaire.

Haul-A-Way Systems, Inc.
Page 2
January 9, 1991

The completed Questionnaire and any relevant documents should be mailed to the following address:

Cathy O'Connell, Project Manager
Site Response Section
Ground Water and Solid Waste Division
Minnesota Pollution Control Agency
520 Lafayette Road
St. Paul, Minnesota 55155

Should you have any questions regarding this letter and the enclosed Requirement To Provide Information and Questionnaire, please contact me at (612) 296-7782 .

Sincerely,

Cathy O'Connell

Cathy O'Connell
Project Manager
Superfund Unit
Site Response Section
Ground Water and Solid Waste Division

CO:kkn

Enclosures

RECEIVED

7227

FEB 19 91

297-1806

MPCA, Ground Water
& Solid Waste Div.

NON-RESPONSIVE